Physician: _____ **Date:** _____

NeuroMed

Electroanalgesic Delivery System

(MATRIXNeuro software version 4/1.0)

PAIN Management System Quotation

Item Description	Model Number
NeuroMed ***(MATRIXNeuro Software)*** **Unit:** **1-**Hospital power cable 1-Patient lead cable 4-Reusable carbon/graphite electrodes 8 x 12 cm with viscose contact pads 2-Electrode fixation wraps (24") 1-Operations manual, English 1-Electrode placement guide	**# 05051210**

Total **$4,500.00**

CLINICAL USAGE

- Stimulate peripheral nerves for the purpose of providing pain relief
- Management and symptomatic relief of Chronic (long-term) ***INTRACTABLE PAIN***
- Adjunctive treatment of post-traumatic pain
- Adjunctive treatment in the management of post-surgical pain
- Increasing local blood circulation
- Maintaining or increasing range of motion
- Muscle Re-education
- Relaxation of muscle spasms
- Prevention or retardation of disuse atrophy
- Immediate post-surgical stimulation of calf muscles to prevent venous thrombosis

CLINICAL BENEFITS

- Non-toxic. safe and effective. minimal side effects- High patient compliance and satisfaction.

SYSTEM DESCRIPTION

Electromedical treatment is categorized properly into two distinct classifications according to bio-physiological effects. The NeuroMed unit with the MATRIXNeuro software is capable of administering and/or automatically alternating both bioelectric classifications and all known electro-medical parameters for topical and endogenous treatment.

REVENUE GENERATION

Electromedical treatments are typically reimbursable under several existing CPT codes and offer superior patient care and a new source of revenue for the practice. Reimbursements vary by carrier, by State or region and by specialty. You should consult with your local insurance carrier for information which applies to your specialy, practice and your area.

Contraindications: Thrombophlebitis, manifest thrombosis, cardiac demand pacemaker, acute danger of hemorrhage, disturbances In cardiac rhythm, in cases of tentany-exercise caution in dosing, acute local inflammatory processes caused by bacterial or viral Infections. Do not stimulate over carotid sinus. Use adequate precautions in persons with suspected heart problems, epilepsy, or in higher-intensity transthoracic applications. Use precaution following recent surgical procedures when muscle contractions may disrupt the healing process and/or over the menstruating uterus.

Caution: Federal law restricts this device to sale by or on the order of a licensed physician or other practitioner licensed by law. See instructions manual for full warnings, precautions and contraindications. High dosage may cause dermal burns. Effectiveness is highly dependent upon patient selection by a person qualified in the management of pain patients. Please review the Instruction manual carefully prior to use.

Caution: *"Federal law restricts this device to sale by or on the order of a practitioner licensed by the law of the State in which he/she practices to use or order the use of the device."*

Special MATRIX Accessory package

Part # 05051205-B

	Product Description	Product #
	Small double pad 4-field electrode two 7 x 7 cm pads	F61-0201
	Quantity.....1	
	Small double pad 6-field electrode two 7 x 11 cm pads	F61-0202
	Quantity.....1	
	Physical Medicine style electrode 5”x 8”	F61-0004
	Quantity.....4	

Total $625.00 Included

ACCOUNT REPRESENTATIVE ON GOING TRAINING AND SUPPORT

- On site equipment set up, installation, and technical training for one year.
- Re- training new staff
- Phone support for suggested anatomical electrode application, therapeutic technique, and/or technical assistance.
- Upload treatment usage charge for treatments for the first year are at no charge to physicians. After the first year, charges for uploading usages are charges to facility at $25.00 per 180 usages.

NMT2000	**$1,500.00**	**Included**

Total List Sales Price	$ 6,625.00
Shipping & Handling	$ 250.00
Total	**$ 6,875.00**

EASY START LEASE / PURCHASE PROGRAM:

- **No complicated lease application**
- **Fast approval, no hassle**
- **3 payments for 3 month @ $0.00 each**
- ***Lease / Purchase* equipment cost is ($7.46+tax *per day)**

* Calculation example is based upon a standard 22-day work month-monthly 60-month lease/purchase program.

NOTE: Average treatment regimen is
12-16 treatments per I.C.D. codes, per patient
Treatment protocol reimbursement averages between: ***$25.00 - $45.00 per patient***

Via a

❑ LEASE $6,875.00 Lease Amount requesting

❑ 24mo. ❑ 36 mo. ❑ 48 mo. ❑ 60mo. ❑ $1.00 buyout ❑ 10% buyout

❑ OTHER FINANCING ❑ Check Check # _____

WILL YOU PURCHASE YOUR PRODUCT ❑ **YES** ❑ **NO** _____**CUSTOMER INITIALS**

*At the end of a 60-month lease, the customer will purchase the equipment for the indicated buyout amount of the original equipment cost. In the case of a 10% buyout the customer may elect to renew the lease monthly. The above monthly payment is subject to customer's credit and may be exclusive of applicable and taxes.

This lease allows for upgrades at any time during the term. All add-on schedules may be either coterminous or non-coterminous with original lease. All lease proposals are subject to credit approval and to acceptance of general terms and conditions. Thank you for allowing us to provide value-added financing solutions for your organization.

Please review and sign below acknowledging that you have reviewed and accept the program listed. No other equipment is included unless specifically listed and with the authorization of NeuroMed Consulting, Inc. By signing this Agreement, each of us represents that he/she has the authority to bind our respective parties to this Agreement.

Print Physicians Name: _____

Physicians Home Address: _____

City: _____ State: _____ Zip: _____

Clinic Name: _____

Clinic Address: _____

City: _____ State: _____ Zip: _____

Office # _____ Fax # _____

Tax ID # _____Physicians SS # _____

Accepted: _____Date_____

Dear Customer:

We use the words "you" and "your" to mean the Customer indicated below, or those in associated with the Customer. The words "NeuroMed", "we", "us" and "our" refer to NeuroMed Consulting, Inc. We use the words "NeuroMed Product", "Product", or "Products" to mean any product(s) sold by or licensed from NeuroMed. We use the word" Agreement" to mean this Purchase Agreement, including the Purchase Agreement Terms of Sale and Limited Warranty , attached hereto.

We will sell to you, and you will buy from us, the above-identified specific Products pursuant to this Agreement. No Product shall be deemed sold hereunder unless it is the subject of a fully executed, valid and enforceable Agreement, including any supplements thereto. NeuroMed will also provide you with documentation summarizing your purchase and the agreed upon payment terms for the purchased Products (called the "Sales Order"). If you decide to finance your purchase via lease, please indicate your decision above. A "supplement" is any written and executed amendment to this Agreement. By signing this Agreement, you agree to all the terms and conditions contained herein. This Agreement, together with any and all supplements, the exhibits and addenda thereto, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bids/bid responses, and understandings between the parties relative to the subject matter hereof You agree that the terms and conditions of any purchase order you issue pursuant to this Agreement will not become part of this Agreement and will not be binding on us unless and until we agree in writing to such terms and conditions. Except as specifically provided for, this Agreement may not be terminated early. For an understanding of all the terms and conditions of this Agreement between you and NeuroMed, please read the attached Purchase Agreement Terms of Sale and Limited Warranty, which is part of this Agreement.

Sincerely,

Customer Service Department
NeuroMed Consulting, Inc.
...providing advancements in pain management

Purchase Agreement Terms or Sale and Limited Warranty

This Agreement applies to any order, purchase, receipt, delivery or use of any Products and services (collectively, "purchase") from NeuroMed Consulting, Inc. or any of its affiliates. THIS AGREEMENT APPLIES TO YOUR PURCIIASE UNLESS YOU NOTIFY NeuroMed IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 3 DAYS AFTER YOU RECEIVE THIS AGREEMENT. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 17 BELOW.

1. **Payment Terms.** All Products sales are final, unless supplemental terms have been agreed to in writing. Advertised or listed prices exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. NeuroMed may change prices without notice to you before NeuroMed enters your order and may modify and substitute Products and components without notice to you prior to shipping. Payment terms Products and Services shall be as specified on the Sales Order applicable to your purchased NeuroMed Products. Unless otherwise specified on the Sales Order, payment for Products will be 50% upon order and 50% upon instantiation. Any remaining payments are due upon Product installation. Your Product might contain software limitations that must be released by NeuroMed for the Product's continued operation. NeuroMed reserves the right to maintain the limitations in your Product if you do not complete full payment upon installation. If any payment or part of any payment under this Agreement or any Supplement is late, you agree to pay a late charge at the rate of 2% per month (24% per annum) or the highest rate allowed by law, whichever is lower, prorated on a daily basis. If an invoiced item is disputed, you must explain the reason for such dispute, in writing, within thirty (30) days after your receipt of invoice and we will work with you to resolve such dispute promptly after receipt of notice from you. However, all notices must be paid in full by the due date pending resolution of such disputes. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of any purchase from NeuroMed, except that NeuroMed may, at the request of your lender, withhold technical and warranty support and other services from you

2. **Shipping and Title.** NeuroMed will arrange to ship Products to you at your expense. Title to Products and risk of loss passes to you when NeuroMed's shipper delivers Products to the address you designate. Title to product software remains with NeuroMed or the licensor of the software. Your use of software is subject to license agreements applicable to the software. You must notify NeuroMed of damaged or missing items from your order within 7 days after you receive your Product.

3. **Installation**. You are responsible for preparing the site for installation of the NeuroMed Product, which preparation includes identifying system locations and easy access to clean medical grade commercial power. Except as specifically identified in an amendment to this Agreement, NeuroMed will set up the Product at your prepared site. We will make all reasonable efforts to complete Product set-up on a schedule agreeable to you and NeuroMed. We will provide to you, without additional charge, one copy of our current user manual for the Product This manual is confidential and proprietary to NeuroMed.

4. **Training.** NeuroMed will provide, without additional charge, one-time system orientation training through one or more of the following media: on-site station tutorial, videotape, internet, CD-ROM, written manual or the like. You agree to participate in Product training or have other responsible personnel available for the same. Additional days of on-site training will be billed at the rate of **$750.00** per day, plus travel and related expenses.

5. **Technical Support.** NeuroMed will provide technical support for Products at no additional charge for a period of twelve (12) months from the date of shipment. For our Products that NeuroMed represents, the scope of technical support consists of providing and/or helping you install during the 12-month term: (I) all software changes, updates and upgrades; (2) hardware changes, updates and upgrades will be provided ONLY if you purchased an upgrade package for any product represented by NeuroMed; and (3) troubleshooting issues associated with our represented Products. Unless you have entered into an extended services agreement, at the end of the twelve (12) month period, (I) on-site technical support and service will be billed at the rate of $750 per day, plus travel and related expenses, and (2) telephone technical support will be billed at the rate of $150 per hour. Support under this Agreement will also be available via NeuroMed's phone number, 1-949-369-7135, M-F from 9-5 Pacific Time. Any equipment or cabling not provided by NeuroMed is not covered under the scope of this Agreement. You may be charged for maintenance and support on a time and materials basis if a problem is logged and found to be attributable to a component not covered under this Agreement. NeuroMed does not guarantee that any software will be free from errors, either in isolation or in combination with hardware. Technical support for issues beyond the term and scope of this basis technical support may be available under other service packages.

6. **Calibration**. Your purchase under this Agreement **does not** include fully calibrated transducers sufficient to properly operate the Products operation.

_____**CUSTOMER INITIALS**

7. **Consumables.** Upon installation of your Products, NeuroMed will provide you with a small supply provided by manufacture. Beyond this limited initial supply of supplies, you are responsible for the acquisition and replacement of additional supplies. You are also responsible for all other consumables, including but not limited to paper, ink cartridges and toner if needed in the products purchased by you.

8. **NeuroMed Software License**. NeuroMed owns all rights to the software in the Products. You agree to use the Products, including any software provided to you by us relating to the operation, information storage and retrieval, record keeping, and communications of the Products only in the manner described in the applicable user manual accompanying the Products. We hereby grant you a limited, non-exclusive, non-transferable, fee-bearing license to use one copy of the any software only in conjunction with the use of the Product sold hereunder. You agree that you will not translate, disassemble, decompile, reverse engineer, alter or modify the software or make any copies of the documentation or software. Nor will you make or cause to be made derivative works. You acknowledge that the software is owned or licensed by NeuroMed and is protected by copyright and other laws, and you acknowledge and agree that the structure and organization of the any Software represents a trade secret of NeuroMed. You will not sell, assign, sublicense or permit to access to the any software or documentation to any unauthorized person or entity, and you will take all actions necessary or reasonably requested by us in order to protect our rights therein. You will not distribute the software or remove any notices from the software or NeuroMed Products it represents.

9. **Product Warranty.** Manufacture of the products sold by NeuroMed warrants to you, the original end-user purchaser, that the Products will be free from defects in material and workmanship for one year from the date of shipment During the warranty period, Manufacture of the product will, at its option: (I) provide replacement parts necessary to repair the Product; (2) replace the Product with a comparable product; or (3) Manufacture or its third party service provider will provide labor to resolve warranty issues during your warranty period. NeuroMed will determine how and where repair services are provided. Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or Product, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. Purchasing additional Products from NeuroMed does not extend your warranty period. To obtain service under this limited warranty, you must follow NeuroMed's warranty procedures which will be provided to you. If NeuroMed asks you to return defective parts or Products, you must do so within 7 days after you receive the replacement parts or Products. NeuroMed will charge you for replacement parts or products if you fail to do so. If you are a domestic U.S. customer who purchased Products directly from NeuroMed, NeuroMed will arrange to ship replacement parts of products to and from you, and will pay the shipping costs. If you reside outside the U.S., the details of your warranty service may vary .THIS LIMITED WARRANTY COVERS NORMAL USE. NEUROMED DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF NEUROMED REPRESNETING MANFACTURE BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER NON-NEUROMED SOFTWARE IF NAY OR NON-NEUROMED MANUFACTURES BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO NON-NEUROMED SOFTWARE IF NAY OR NON-NEUROMED BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER. If you request services or support for your Product that are outside the scope of this limited warranty, NeuroMed may, in its discretion, provide such services at the rates identified in Paragraph 5 above.

10. **Services and Services Warranty.** The terms of services provided to you by NeuroMed consist of this agreement and, if you have entered into an extended services agreement, the additional terms stated therein. For a period of 30 days after services are performed, NeuroMed warrants that services provided by it will be performed in a professional and workmanlike manner. You should back up all files before services are performed. NeuroMed is not responsible for any loss or your data.

11. **Accessories Warranty** Purchaser understands and agrees that MFG warrants the purchased the Accessories for 90 Days only, from date of purchase. MFG will replace or repair at no charge provided the damage or malfunction was not caused by misuse, carelessness, fire or contributory negligence on the part of the Purchaser. This warranty is only for Accessories. (This act is affected in writing signed by an authorized officer of NeuroMed only, to extend any warranty at no charge to the Purchaser.)

_____CUSTOMER INITIALS

12. **Disclaimer or Warranties; Limitation of Liability**. EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, NEUROMED DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MONINFRINGMENT UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. NEUROMED'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR NEUROMED IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, TERRORISM, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURIDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPL Y TO You. **Consequential**

13. **Credit; Financial Assurances**. You agree to provide such additional documents and instruments as we may reasonably request to assist us in completing the transactions contemplated by this Agreement and any supplements hereto. At NeuroMed's discretion, you authorize us to seek or agree to provide us, if requested, sufficient financial information, including your most current audited financial statements, interim unaudited financial statements, and other information deemed relevant by NeuroMed to establish your credit worthiness and ability to perform the financial requirement under this Agreement and any supplements hereto. We retain, and you hereby grant to us, a security interest in the NeuroMed Product it represents. You further agree to provide and sign such additional documents, instruments and Uniform Commercial Code financing statements, and otherwise to cooperate with us, as may be necessary in order for us to perfect any security interest granted to us by you with respect to any NeuroMed Product it represents and otherwise reasonably to protect our rights hereunder. NeuroMed may, in its discretion, deny credit or refuse to sell the Product to Customer if Customer is not credit-worthy.

14. **Default.** Each of the following events will constitute an Event of Default by you under this Agreement or any supplement hereto under which such event arises: (a) your failure to perform any of your obligations, or your breach of any of the covenants made by you, under this Agreement, or any agreement you may have with us ("Performance Failure") and your failure to correct such Performance Failure within 30 days after notice thereof from us; (b) your failure to make any payment when due under this Agreement or any supplement hereto, or (c) you become insolvent or admit in writing your inability to pay your debts as they become due, or apply for, consent to or acquiesce in the appointment of a trustee or a receiver or similar officer for you or any of your property and such action is not dismissed within sixty (60) days, or any reorganization, bankruptcy, debt, dissolution, other proceeding is instituted by you or against you (and if against you, then you either consent to, acquiesce in, or it remains against you for sixty (60) days undismissed), or you make an assignment for the benefits or your creditors. In the Event of Default by you, we may, at our option, declare this Agreement and/or the applicable supplement(s) to be in default by notice to you, and thereafter exercise one or more of the following remedies, in addition to any right or remedy allowed in law or equity, as we in our sole discretion elect: (a) to proceed by court action, either at law or in equity, to enforce your performance of this Agreement and/or any Supplement or to recover damages for the breach thereof; (b) by notice, to cancel this Agreement and/or the applicable supplements, whereupon your rights in the Products will absolutely cease and you will immediately pay to us any past due amounts under the Agreement or applicable supplement, as well as all future payments thereunder and if so requested, you will promptly return the Products to us at a place designated by us in the continental United States and in the same condition as the Products were in at the time of installation, normal wear and tear excepted, and (c) we may, at our option, enter the premises where the NeuroMed Products it represents are located and take immediate possession of and remove the same. Notwithstanding the foregoing remedies, you will, upon request, pay an amount equal to all sums payable hereunder, plus reasonable attorney's fees and other costs and expenses incurred by reason of the occurrence of an Event of Default or the exercise of any of our own remedies hereunder.

15. **Severability and Waiver.** The provisions of this contract shall be severable from each other. The failure of either party to enforce any provision of this Agreement or any supplement hereto will not be considered a waiver of any future rights to enforce such provision.

_____CUSTOMER INITIALS

16. **Governing Law.** The laws of the State of California will govern this Agreement. Jurisdiction and venue shall be in Orange County, California.

17. **Dispute Resolution.** You and NeuroMed agree that any dispute between you and NeuroMed will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and NeuroMed will agree on another arbitration form if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute between you and NeuroMed. The arbitration or any portion of it will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location which the parties agree, by submission of documents, by telephone, online or in person, whichever method of presentation the parties reasonably agree. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction consistent with this agreement. Should either party bring a dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes though binding arbitration in accordance with the provision of this Paragraph.

18. **Attorneys Fees.** Purchaser understands and agrees to reimburse NeuroMed for its reasonable attorneys fees and other expenses as are incurred to induce or compel the right to indemnify and prevailing party fees and attorneys fees and other expenses., If a suit is brought against NeuroMed by purchaser.

19. **Billing Codes:** Purchaser understands and agrees that NeuroMed is **not** a billing authority and has advised the purchaser/customer to contact his/her local carriers for appropriate, acceptable billing codes and amount for this treatment. It is also necessary to assure payment that adequate S.O.A.P. notes are made in the patient documentation files, documentation of the medical necessity of the treatment, to assure payment when using any equipment or procedure to control pain. Also purchaser is advised, it is up to the local Insurance Carriers to consider what payment amount if any is appropriate for the services provided.

20. **Independent contractors:** Purchaser understands and agrees that the salespersons, are Independent contractors, not employees of NeuroMed Consulting, Inc. and are not authorized to bind NeuroMed or to waive or alter any terms or conditions printed herein or add any provision hereto (which acts be affected in writing signed by an authorized officer of NeuroMed only.)

Print Physicians Name: _____

Accepted: _____Date_____

Fax back to main office at (949) 369-1893

_____**CUSTOMER INITIALS**